

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

RNPM, LLC,

CIVIL NO. 11-2123 (CCC)

Plaintiff,

RE: COLLECTION OF MONIES,
FORECLOSURE OF MORTGAGE

vs.

EDWIN JESUS BAYRON LOPEZ,
EVELYN MARIA AUBRET BORRERO
AND THE CONJUGAL PARTNERSHIP
CONSTITUTED THEREIN,

Defendant

DEFAULT JUDGMENT

Upon plaintiffs application for judgment, and it appearing from the records of the above entitled cause that default was entered by the Clerk of this Court against the defendants (for their failure to plead or file an answer to the complaint, or otherwise appear in the above cause) plaintiff is entitled to a judgment by default, and the Court being fully advised of the facts,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendants, Edwin Jesus Bayron Lopez, Evelyn Maria Aubret Borrero and the Conjugal Partnership constituted therein, are hereby ordered to pay Plaintiff the following sums:

\$153,599.98 in principal, \$7,532.73 in accrued interest as of January 3, 2012, which continue to accrue at 7.25% per annum until payment in full, accrued late charges, and any disbursements made by plaintiff on behalf of defendant in accordance with the mortgage deed, plus costs, and 16,000.00 in attorneys fees.

1. In default of the payment of the sums hereinbefore specified or of any part thereof, within ten (10) days from the date of entry of this judgment, the following mortgaged property described in the Spanish language, shall be sold at public auction to the Highest bidder therefor, without an appraisal or right of redemption for the payment of plaintiffs mortgage within the limits secured thereby:

---**RUSTICA:** Porción de terreno localizado en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificado con solar CC guión diez (CC-10), en el correspondiente Plano de Inscripción del Residencial Turístico Costa Dorada, con una cabida superficial de setecientos treinta y ocho punto noventa y cuatro (738.94) metros cuadrados. Colindante por el **NORTE**, en veintiséis punto cuarenta y un (26.41) metros, con solar CC guión uno (CC-1); por el **SUR**, en veintidós punto noventa y un (22.91) metros, con la calle de uso público; por el **ESTE**, en veintiocho punto cero ocho (28.08) metros, con el remanente de la finca principal de la cual se segregó; y por el **OESTE**, en veinticuatro punto cincuenta y ocho (24.58) metros, con la calle de uso público que conduce a la carretera número tres mil trescientos uno (#3301), conocida como la carretera de entrada al combate. Las colindancias Sur y Oeste se hallan unidas por una curva que da al Suroeste en cinco punto cincuenta (5.50) metros por donde colinda la calle de uso público.-----

---Inscrita al **folio ciento veintiocho (128)** del **tomo setecientos ochenta y dos (782)** de **Cabo Rojo, finca número veintiséis mil cuarenta y tres (#26,043)**, Registro de la Propiedad, Sección de San Germán.-----

2. It is hereby ordered that, upon plaintiff's request, a Special Master shall be designated to make the sale hereinbefore mentioned, but said Special Master shall not proceed to carry out the said sale, nor do anything in connection therewith, until further order of this Court and under the form and conditions to be directed by this Court.

3. The sale to be made by the appointed Special Master shall be subject to the confirmation of this Court, and the purchaser or purchasers thereof shall be entitled to receive possession of the property sold. The minimum bid to be accepted at the first

public sale in accordance with the mortgage deed referred to in this auction is \$160,000.00.

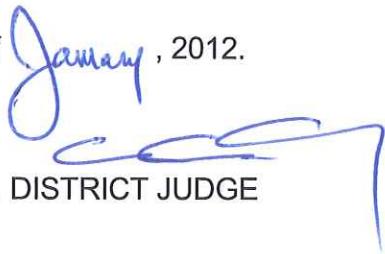
4. Any funds derived from the sale to be made in accordance with the terms of this judgment and such further orders of this Court shall be applied as follows:

- a) To the payment of all proper expenses attendant upon said sale, including the expenses, outlays and compensation of the Special Master appointed herein, after the said compensation and expenses shall have been fixed and approved by the Court, all said expenses to be deducted from the sum provided in the deed of mortgage for costs, charges and disbursements, expenses and attorney's fees.
- b) To the payment of all expenses or advances made by the Plaintiff.
- c) To the payment to plaintiffs of the amount of \$153,599.98 in principal, \$7,532.73 in accrued interest as of January 3, 2012, which continue to accrue at 7.25% per annum until payment in full, accrued late charges, and any disbursements made by plaintiff on behalf of defendant in accordance with the mortgage deed, plus costs, and \$16,000.00 in attorneys fees.
- d) If after making all the above payments there shall be a surplus, said surplus shall be delivered to the Clerk of this Court, subject to further orders of the Court.
- e) If after making all the above payments there is a deficiency, Plaintiff may seek further orders of the Courts to collect said deficiency from Defendant.

5. Plaintiff in these proceedings may apply to this Court for such further orders, as it may deem advisable to its interests, in accordance with the terms of this judgment.

IT IS SO ORDERED.

San Juan, Puerto Rico, this 31st day of January, 2012.


U.S. DISTRICT JUDGE